

12/28/2011

2-0-12

AN ORDINANCE

**Authorizing the Sale of an Evanston Police Department
K9 Program Dog**

WHEREAS, the Evanston Police Department acquired "Jack", a German shepherd breed for its K9 program in 2006 (the "EPD Dog"); and

WHEREAS, the EPD Dog and its handler, Officer Ted Schienbein, have been working together for over 5 years by providing drug detection services, tracking of suspects, and used to apprehend suspects; and

WHEREAS, the EPD Dog was injured performing his duties and has been decommissioned as a result from his duties in the K9 program; and

WHEREAS, the City Council of the City of Evanston has determined that it is no longer necessary, practical, or economical for the best interest of the City to retain ownership of the EPD Dog, which has an aggregate value in excess of one thousand five hundred dollars (\$1,500.00); and

WHEREAS, the City Council has determined that it is in the best interest of the City of Evanston to sell the EPD dog to his handler, Officer Ted Shienbein.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

SECTION 1: That the foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: That, pursuant to Subsection 1-17-3-(B) of the Evanston City Code of 1979, as amended, the City Council hereby authorizes and directs the City

Manager to sell the aforementioned EPD Dog, upon terms and conditions he deems reasonable, necessary, and in the best interests of the City, to Police Officer, Ted Schienbein.

SECTION 3: That, upon payment of the price indicated in the attached agreement One and 00/100 Dollars (\$1.00), the City Manager is hereby authorized to convey evidence of ownership of aforesaid EPD Dog to Ted Schienbein.

SECTION 4: That the findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: That this ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Introduced: January 9, 2012

Approved:

Adopted: January 9, 2012

January 11, 2012

Elizabeth B. Tisdahl
Elizabeth B. Tisdahl, Mayor

Attest:

Approved as to form:

Rodney Greene
Rodney Greene, City Clerk

W. Grant Farrar
W. Grant Farrar, Corporation Counsel

2-0-12

EXHIBIT A

**AGREEMENT FOR SALE OF EVANSTON POLICE DEPARTMENT K9 DOG TO
OFFICER TED SCHIENBEIN**

SALE AGREEMENT FOR POLICE DEPARTMENT K9 PROGRAM DOG

THIS AGREEMENT is entered into as of the latest date following the signatures hereon, by and between the CITY OF EVANSTON, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (hereinafter "City"); and Ted Schienbein, an individual (hereinafter "Schienbein"); the City and Schienbein are collectively referred to herein as the "Parties".

WITNESSETH

WHEREAS, Evanston's Police Department maintains a K9 Program with dogs that aid the Department in the performance of its services and duties (the "K9 Program");

WHEREAS, the City purchased a German shepherd named "Jack" for the K9 Program in 2006, Jack has recently become disabled, and will be decommissioned from assistance within the K9 Program;

WHEREAS, Jack's handler, Police Officer Ted Schienbein, desires to purchase Jack upon terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, it is agreed between the Parties hereto, as follows:

1. The City represents that it is the legal owner of the animal named above and has the right and ability to offer the dog for sale. The City offers to sell the eight-year old dog, Jack, to Schienbein for the purchase price of \$1.00 (One and no/100 Dollars) and Schienbein agrees to accept said offer.
2. This Agreement shall become effective on transfer of Jack from the City to Schienbein. The animal is sold in an "as is" condition; the City makes no representations as to the use of the dog as breeding stock, defects, and any other conditions regarding the animal. Jack has current vaccination and health papers through the date of the transfer.
3. Waiver of Liability: Schienbein agrees that the City, the mayor, department and divisions officials, officers, agents, attorneys, and employees of the City shall not be liable for any and all claims of any kind or in any amount for any injury to or death or persons or damage to property of Schienbein or any other person resulting from actions or inactions by Jack or Schienbein related to the subject animal. Schienbein shall indemnify and hold City harmless from all liability whatsoever, and from all losses, costs, attorneys fees and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to Schienbein's negligence, gross negligence, or acts of intentional misconduct related to the subject animal, purchase, and agreement.
4. Buyer agrees that the dog is not purchased for resale nor will it be used or trained for activities which are illegal or for which it is not suited by reason of temperament.

5. This Agreement shall be binding to the Parties and their respective successors in interest. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.

6. No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing by each of the Parties.

7. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. All Parties acknowledge that no representations have been made which have not been set forth herein.

8. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9. The undersigned represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the City Manager of the City of Evanston and Ted Schienbein and their signatures are affixed on this 11 day of January, 2012.

CITY OF EVANSTON

By: Wally Bohring
City Manager

Date: 1-11-12

TED SCHIENBEIN

By: [Signature]

Date: 1/11/12

Approved as to form:
[Signature]
Grant Farrar
Corporation Counsel

